

1 BILL NO. S-87-04-55

2 SPECIAL ORDINANCE NO. S-108-87

3 AN ORDINANCE approving the Contract  
4 for Res. 6068-86 - Berry Street  
5 Bond Issue, between Gaines Construc-  
6 tion Company and the City of Fort  
7 Wayne, Indiana, in connection with  
8 the Board of Public Works and Safety.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the Contract for Res. 6068-86 - Berry  
12 Street Bond Issue, by and between Gaines Construction Company  
13 and the City of Fort Wayne, Indiana, in connection with the Board  
14 of Public Works and Safety, for:

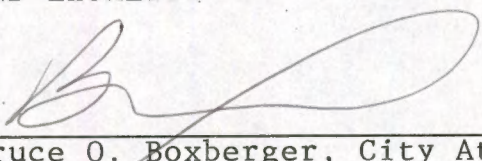
15 the improvement of Berry Street  
16 between: Fulton Avenue and Broadway  
17 by constructing partial sidewalk  
18 replacement, total curb replacement,  
19 drive approaches, yardwalks on  
20 the North side of Berry Street.  
21 Also by adding corner wingwalks  
22 at the corner of Fulton and Berry  
23 and the N.E. and S.E. corners of  
24 Broadway and Berry Streets;

25 the Contract price is Nineteen Thosuang Five Hundred Ninety-Four  
26 and 30/100 Dollars (\$19,594.30), all as more particularly set  
27 forth in said Contract, which is on file in the Office of the  
28 Board of Public Works and Safety and, is by reference incorporated  
29 herein, made a part hereof, and is hereby in all things ratified,  
30 confirmed and approved. Two (2) copies of said Contract are  
31 on file with the Office of the City Clerk and made available  
32 for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force  
and effect from and after its passage and any and all necessary  
approval by the Mayor.

Samuel J. Talarico  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Talarico  
seconded by Gustaf, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the Ci  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Way  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.

DATE: 4-28-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico  
seconded by Stier, and duly adopted, placed on its  
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-12-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-108-87  
on the 12th day of May, 1987.

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 12th day of May, 1987,  
at the hour of 11:30 o'clock A..M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of May,  
1987, at the hour of 11:00 o'clock A..M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



(Non-Federally Assisted Construction)

PROJECT: BERRY STREET

RESOLUTION # 6068-86

BOND ISSUE

CONTENTS

Check if contained	Pages	
X	I	Cover Sheet
X	II - I9	Instruction to Bidders
X	SI	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X	Non-Collusion Affidavit
X	Bidder's Bond
X	Performance Bond
X	Sworn Experience Questionnaire
X	Plan and Equipment Questionnaire
X	Contractor Financial Statement '86-A
X	Certificate in Lieu of Financial Statement
X	Prevailing Wage Scale - State of Indiana
X	Payment Bond
X	Warranty Bond
X	Barricade Information
X	Certification of Bidder/Vendor on Anti-Apartheid
Discount for prompt payment	10 Calendar Days 20 Calendar Days 30 Calendar Days Other
Acknowledgement of Amendments (See General Provisions Clause)	Amendment No. Date Amendment No. Date

\*\*\*\*\*

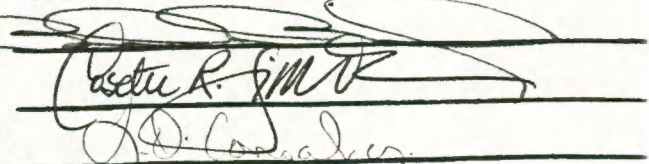
BID SUBMITTEDContractor Gains Const Co Inc.By Henry Gains Jr.Its V-Pres.Offer Date April 1, 1987

Bidder agrees to keep bid open for acceptance for \_\_\_\_\_ (90 days unless otherwise specified)

Compliance: J. Adams

O.C. 12/84

B.O.W. Non-Fed. \*Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACTCity of Fort Wayne  
Board of Public Works and Safety

City of Fort Wayne  
Mayor Robert R. SmithAward Date 4-8-87



**INSTRUCTIONS TO BIDDERS**  
**Board of Public Works and Safety**  
**City of Fort Wayne, Indiana**

March 12, 19<sup>87</sup>

**Non-Federally Funded Construction**

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock AM on the 1st day of April, 19<sup>87</sup>, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

BERRY STREET - RESOLUTION NO. 6068-86

To improve BERRY STREET between Fulton Ave. and Broadway by constructing partial sidewalk replacement, total curb replacement, drive approaches, yardwalks on the north side of Berry St. Also by adding corner wingwalks at the corner of Fulton and Berry and the N.E. and S.E. corners of Broadway and Berry Streets.

BE AWARE OF THE "SPECIAL CONDITIONS" ATTACHED

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.



All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.



In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Pregualification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ----- percent (---%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.



- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- ☐ (a) Non-Collusion Affidavit
- ☐ (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.



Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. MBE The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership  
100 %.

For WBE specify percentage of women ownership  
\_\_\_\_ %.

- B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_\_ (cross out inapplicable provision) is a joint venture partner.



The MBE/WBE firm (cross out inapplicable provision) shall have 100 % participation (employees) 98 % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm 100 %. (cross out inapplicable provision)

- C. The undersigned commits 100 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1.		
2.		
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Catherine Beckum	Hanna	Trucking
2. Joyce Campbell	Hobson RD	Trucking
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(attach additional sheets as necessary)

Contractor Gains Cont  
By Henry Gains J.  
Its V. Pres.

Contractor Gains Cont  
By Henry Gains J.  
Its V. Pres.



14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.



2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

---

---

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(attach additional sheets if necessary)

Contractor

By

Its

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_ o'clock \_\_\_\_ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.



17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- ☐ A. Payment Bond. In the amount of payment to be made under the contract.
- ☒ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

- ☒ A. On an all or none basis.
- ☐ B. As follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## SCHEDULE

### Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

BERRY STREET RESOLUTION NO. 6068-86

---

All work will be performed in accordance with: Resolution #6068-86, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 19,594.30. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 6/15/87 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☒ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 6/15/87 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 6/15/87 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

O.C. 12/84  
B.O.W. Non-Fed

S - 1



NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and

Gain Court Co

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Henry G. J.  
V-Pres.

Subscribed and sworn to before me by  
this 1st day of April, 1927.

Henry G. J.

My Commission Expires:

8-2-90

Burton J. Bruner  
Notary Public  
Resident of Allen County, IN

Subscribed and sworn to before me by  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public  
Resident of \_\_\_\_\_ County, IN

Subscribed and sworn to before me by  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public  
Resident of \_\_\_\_\_ County, IN

Contract No.



CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Henry Hain Jr., the V-Pres.  
(name)  
\_\_\_\_\_, of Gerin Const. Inc.  
(position) (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 1<sup>th</sup>  
day of April, 1987, now on file in the office of the Board of  
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by  
reference incorporated herein and made a part hereof, is a true and correct  
statement and accurately reflects the financial condition of said company as of  
the date hereof;

(2) That I am familiar with the books of said company showing its financial  
condition and am authorized to make this certificate on its behalf.

Dated: April 1, 1987 Henry Hain Jr.  
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said  
County and State, this 1<sup>st</sup> day of April, 1987.

Burton D. Burman

My commission expires:

8-2-90



CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Gain Const Co Inc  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa

The undersigned states, on behalf of Gain Const.  
\_\_\_\_\_, that Gain Const.  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 1th day of April, 1987

Gain Const Co Inc  
(Name of Bidder/Vendor)

Henry J. V. Davis  
(Name and Title of Person Signing)



BOND NO. SBA 12224584

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we Gaines Construction Co., Inc.

as PRINCIPAL, (hereinafter called the Principal), and Indiana Lumbermens Mutual Insurance Company, a corporation duly organized under the State of Indiana and authorized to transact a general surety business in the State of Ind. as SURETY, (hereinafter called the Surety), are held firmly bound unto: City of Fort Wayne, Indiana Board of Public Works.

as OBLIGEE, (hereinafter called the Obligor), in the sum equal to 5 % of the accompanying bid of the Principal, not, however, in excess of One Thousand & no/100\*\*\*\*\* dollars, (\$ 1,000.00\*\*\*), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit to the Obligor a proposal or bid, dated on or about the date mentioned below, for: (1) the performance of the designated work, or (2) the furnishing of the specified goods, supplies or products, to-wit:

Berry Street, sidewalks and curbs 6068-86

NOW, THEREFORE, if the Principal shall not legally withdraw said bid within or at the times permitted therefor, but shall duly make and enter into a written contract with the Obligor, in accordance with the terms of said proposal or bid, or any amendment thereof acceptable to the Principal, within the time permitted therefor after such contract forms are presented to the Principal for execution, should the Obligor award the Principal the said work or contract, or any part thereof: and if the Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials going thereinto, as in the specifications or contracts provided: or if the Principal shall, in case of failure so to do, pay to the Obligor the damages which the Obligor shall have actually suffered by reason of such failure, not exceeding the penal sum of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

PROVIDED, HOWEVER, that no action shall lie, or claim be enforced hereunder, unless the award on the basis of said bid shall have been made within thirty (30) days after the formal opening of said bid, or within the time specified within the bid provisions, whichever time shall be greater, and unless the Obligor hereunder shall give notice to Surety of said award at the time of notification to the Principal; and unless legal action to enforce any claim hereunder shall have been commenced within six (6) months from the date of the formal opening of said bid.

PROVIDED, always, that this Bond shall not be valid and binding upon the Surety unless accompanied by a Certified Copy of a Power of Attorney authorizing the undersigned Attorney-in-Fact to execute such a bond, the Serial Number upon which Copy of Power of Attorney shall correspond with the Bond Number set out above.

Signed, sealed, and dated this 1st day of April 19 87  
Gaines Construction Co., Inc.

BY [Signature] Principal  
Indiana Lumbermens Mutual Insurance Company

BY [Signature] Attorney-in-Fact  
Jerry Bey





**POWER OF ATTORNEY**

PRINCIPAL Gaines Construction Co., Inc. EFFECTIVE DATE April 1, 1987  
217 West Washington Road, Fort Wayne, Indiana 46825  
 (STREET ADDRESS) (CITY) (STATE) (ZIP CODE)  
 CONTRACT AMOUNT \_\_\_\_\_ AMOUNT OF BOND \$ 1,000.00  
 POWER NO. SBA 12224584

KNOW ALL MEN BY THESE PRESENTS, that the Indiana Lumbermens Mutual Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, with its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint Jerry Bey

State of Illinois

as its true and lawful Attorney(s)-in-Fact, with full power and authority herby conferred to sign, execute, acknowledge and deliver any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof for and on its behalf as follows:

The obligation of the Company shall not exceed one million (\$1,000,000.00) dollars.

And to bind the Corporation thereby as fully and to the same extent as if such Bonds and undertakings, recognizances, contract of indemnity, and other writings obligatory in the nature thereof were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article IV, Section 2-A (1) and (2) of the By-Laws of the Indiana Lumbermens Mutual Insurance Company, which reads as follows:

- (1) The President or any Vice President shall have the power and authority, by and with the concurrence with the Secretary of the Corporation, to appoint Attorneys-in-Fact for purposes only of executing and attesting to Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and at any time to remove any such Attorney-in-Fact and to revoke the power and authority given to him.
- (2) Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the Corporation any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by an Executive Officer and sealed and attested by the Secretary.

IN WITNESS WHEREOF, the Indiana Lumbermens Mutual Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary and its Corporate Seal to be hereto affixed this FIRST day of OCTOBER 1986.

ATTEST:

By L. W. Rodney  
 Secretary



Indiana Lumbermens Mutual Insurance Company

By [Signature]  
 Vice President

STATE OF INDIANA }  
 COUNTY OF MARION } SS:

On this FIRST day of OCTOBER 19 86, before me personally came the individual who executed the preceding instrument, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is the therein described and authorized officer of the Indiana Lumbermens Mutual Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

August 10, 1990  
 My Commission Expires



[Signature]  
 Notary Public

STATE OF INDIANA }  
 COUNTY OF MARION } SS:

I, the undersigned, Secretary of the Indiana Lumbermens Mutual Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Lumbermens Mutual Insurance Company, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of Indiana Lumbermens Mutual Insurance Company at a meeting duly called and held on the 12th day of June 1973.

"RESOLVED: That the use of printed facsimile of the Corporate Seal of the Company and of the signature of the Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice President pursuant to Article IV, Section 2-A (1) and (2) of the By-Laws appointing and authorizing Attorney-in-Fact to sign in the name and on behalf of the Company Bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 1st day of April 19 87

(SEAL)



L. W. Rodney  
 Secretary



## ITEMIZED PROPOSAL

CONTRACTOR:

Gavin Const Jr

PROJECT: BERRY ST.-FULTON TO BROADWAY

RES. NO: 6068-86

[illegible]

**TOTAL:**

19,594.30

19,594.30

~~122243~~

SHEET 1 OF 1

Note: Contractor will be paid on measured quantities only at unit price bid



-----PROJECT: BERRY ST. FULTON TO BROADWAY-----

RES. NO: 6068-86

[illegible]



TITLE OF ORDINANCE Contract for Res. 6068-86 - Berry Street Bond Issue

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OR ORDINANCE approving Contract for Res. 6086-86 - Berry Street

Bond Issue is for the improvement of Berry Street between:

Fulton Avenue and Broadway by constructing partial sidewalk replace-  
ment, total curb replacement, drive approaches, yardwalks on the  
North side of Berry Street. Also by adding corner wingwalks at the  
corner of Fulton and Berry and the N.E. and S. E. Corners of Broadway  
and Berry Streets. Gaines Construction Company is the contractor.

*J-8704-55*

EFFECT OF PASSAGE Improvement of Berry Street

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$19,594.30

ASSIGNED TO COMMITTEE \_\_\_\_\_

BILL NO. S-87-04-55

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract for  
Res. 6068-86 - Berry Street Bond Issue, between Gaines Construction  
Company and the City of Fort Wayne, Indiana, in connection with  
the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(~~RESOLUTION~~) XXXXXXXXXX

YES

NO

Samuel J. Talarico SAMUEL J. TALARICO  
CHAIRMAN

Janet G. Bradbury JANET G. BRADBURY  
VICE CHAIRPERSON

Paul M. Burns PAUL M. BURNS

James S. Stier JAMES S. STIER

Charles B. Redd CHARLES B. REDD

CONCURRED IN 5-12-87

SANDRA E. KENNEDY  
CITY CLERK